

COURT ORDER

ORDER NO. **2004 1034**

24

DATE **JUN 15 2004**

STATE OF TEXAS

)(

COUNTY OF DALLAS

)(

BE IT REMEMBERED, at a regular meeting of Commissioners Court of Dallas County, Texas, held on the 15th day of June, 2004, on a motion made by John Wiley Price, Commissioner of District No. 3, and seconded by Mike Cantrell, Commissioner of District No. 2, the following order was adopted:

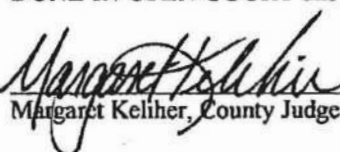
WHEREAS, The Commissioners Court was briefed on June 8, 2004 concerning the sale of SchlumbergerSema Inc. to Atos Origin IT Services; and

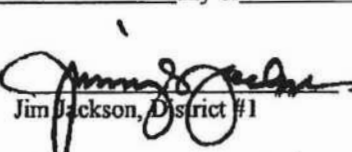
WHEREAS, The Commissioners Court desires to accept the Change of Control of SchlumbergerSema Inc. and the provisions of Amendment 1 to the Master Information Technology Services Agreement; and

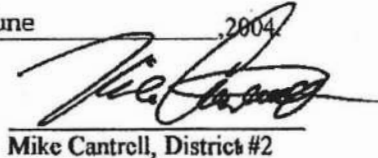
WHEREAS, The acceptance of the Change of Control event and Amendment 1 to the Master Information Technology Services Agreement is recommended by the IT Steering Committee

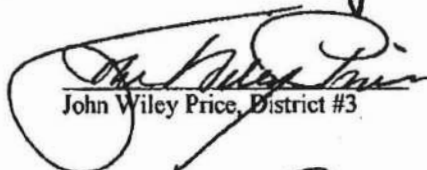
IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Dallas County Commissioners Court accepts the Change of Control event from SchlumbergerSema Inc. to Atos Origin IT Services Inc., authorizes the Dallas County Judge to sign Amendment 1 to the Master Information Technology Services Agreement, and authorizes the County Auditor to pay accumulated invoices from Atos Origin.

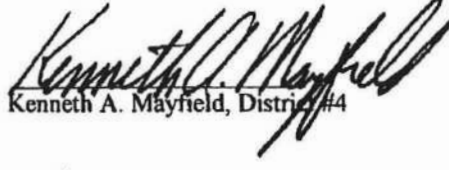
DONE IN OPEN COURT this the 15th day of June, 2004.

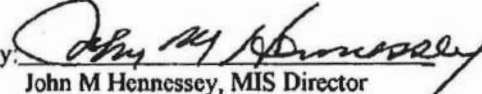

Margaret Keliher, County Judge


Jim Jackson, District #1


Mike Cantrell, District #2


John Wiley Price, District #3


Kenneth A. Mayfield, District #4

Recommended by 
John M Hennessey, MIS Director

GOVERNMENT
EXHIBIT NO.

153

3:14-CR-293-M

000095

SBP-1A-112-0060-01-0095

Amendment 1 to Master Information Technology Services Agreement

This Amendment 1 to Master Information Technology Services Agreement ("Amendment") is made this June 15, ~~May 21~~, 2004 between Dallas County, Texas ("County") and Atos Origin IT Services, Inc. (f/k/a "SchlumbergerSema, Inc." and called "Service Provider" in this Agreement).

Whereas the parties entered into that certain Master Information Technology Services Agreement, dated May 21, 2002 (the "Agreement"); and

Whereas the parties wish to amend the Agreement and to address the change of control of Service Provider that occurred when the shares of Service Provider were acquired by Atos Origin S.A.

It is agreed:

Capitalized terms used in this Amendment and not otherwise defined shall have the meanings they do in the Agreement.

The parties agree that, except insofar as they are modified by this Amendment, all of the terms and conditions of the Agreement shall continue in full force and effect.

Section 1. Personnel:

(i) A new paragraph Part II.E.8 is added immediately after paragraph Part II.E.7 as follows:

"8. For personnel listed in Appendix Q to this Amendment and identified with an asterisk (*), Service Provider shall notify County 60 Days in advance of any decision by Service Provider to move or promote such persons in a manner such that they will no longer be working on this project ("Personnel Related Changes"). For all other personnel listed in Appendix Q, Service Provider agrees to notify Dallas County 30 days prior to any Personnel Related Changes. For personnel listed in Appendix Q that are not employees of Service Provider, Service Provider shall make every reasonable effort to obtain compliance with this provision from Service Provider's subcontractors."

(ii) A new sentence is added to the end of the existing paragraph Part II.E.6. as follows:

"Notwithstanding the foregoing sentences of this section II.E.6. ("Non-Hiring of Employees"), or any other provision to the contrary in this Agreement, Service Provider agrees to allow County to hire any Service Provider personnel and shall, upon request by the County, provide compensation ranges by job description."

(iii) A new Appendix Q shall be added to the Agreement in the form attached to this Amendment as Exhibit I.

Section 2. Service Agreement No.2 Charges.

The table entitled "Facilities Management Pricing" in Exhibit C ("Charges") to Appendix D to the Agreement, which Appendix D is entitled "Service Agreement No. 2: Business Management Support Services," shall be deleted and replaced with the following table to reflect a 37.5% reduction in the fees associated with such agreement. Such modification shall only apply going forward from the date this Amendment is signed by all parties and shall not have any retrospective effect. The parties acknowledge that, pursuant to this Amendment, the services, and associated service levels and other terms and conditions of Service Agreement No. 2, shall continue to be provided as fully and completely as if this modification of the fees had not been made.

Service Description	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Management and Business Support 100% - Original Contract	\$ 207,850	\$ 207,850	\$ 207,850	\$ 207,850	\$ 207,850	N/A

Service Description	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Management and Business Support 37.5% Reduction	N/A	\$ 129,906	\$ 129,906	\$ 129,906	\$ 129,906	N/A

Section 3. Telecom-Voice

Appendix L to the Agreement, which appendix is entitled "Service Agreement No. 10: For Telecom – Voice Services" shall be amended as follows: Service Provider agrees to enhance the Telecom-Voice SLAs as follows. IMACs (i.e., Installations, Moves, Adds, or Changes) shall be scheduled for completion within twenty-four (24) business hours of request, and the scheduled completion date for IMAC's shall be within fourteen (14) business days of request.

The parties agree that the Telecom-Voice Resource Range is modified from 125 IMACs per month to 200 IMACs per month.

Section 4. Hourly Rates

Service Provider agrees to a 25% reduction in the hourly rates for all time based services performed pursuant to the Agreement. Accordingly, the table below shall represent the largest rate that can be charged by Service Provider for such services. The actual price charged shall be the lesser of: (i) the prices below; and (ii) a market based Dallas-Fort Worth price based upon a Dallas-Fort Worth local employment index (to be mutually agreed to) for supplemental services. The lower of such prices shall be used for the calculation of VAS services.

Consulting Services Unit Charges

Title	County Rate	25% Reduction
Technical Senior	\$140	\$105
Senior	\$120	\$90
Subject Matter Expert	\$100	\$75
System Engineer	\$140	\$105
Database Analysis (Oracle)	\$140	\$105
Project Manager	\$140	\$105
Network Specialist	\$120	\$90
Programmer Analysis	\$120	\$90
System Analysis	\$120	\$90
Senior Telecom Technician	\$120	\$90
Desktop Technician	\$80	\$60
Telecomm Technician	\$80	\$60
LAN Administrator	\$120	\$90
Microspecialist	\$80	\$60
Senior Microspecialist	\$120	\$90
Senior Trainer Coordinator	\$120	\$90
Computer Acquisition Specialist	\$80	\$60
Unix/NT Systems Administrator	\$120	\$90

Section 5. Termination for Convenience Fees.

Service Provider agrees to reduce the Termination for Convenience Fees listed in each Service Agreement by 25%. Service Provider agrees to allow one Service Agreement to be terminated for convenience prior to 11/01/05, and one Service Agreement to be terminated during the period from 11/01/05 through 11/01/07 without Termination for Convenience Fees; provided that, notwithstanding the foregoing, the Personal Computer Support and Maintenance Agreement and Data Center Operations Service Agreements cannot be terminated without the County paying Termination for Convenience Fees. For Service Agreements terminated without Termination for Convenience Fees, County shall offer comparable employment to all personnel associated with those Service Agreements.

Table Below represents 25% reduction in original Contract Termination for Convenience rates.

Service Description	Year 1	Year 2	Year 3	Year 4	Year 5
	NOT APPLICABLE				
Account / Relationship Management		\$ 41,886.12	\$ 35,994.95	\$ 11,568.06	\$ 5,784.03
Management and Business Support		\$ 39,207.55	\$ 33,423.52	\$ 11,568.06	\$ 5,784.03
Data Center Operations		\$ 219,512.05	\$ 176,955.47	\$ 112,970.31	\$ 62,913.73
Help Desk		\$ 114,376.72	\$ 85,782.54	\$ 57,188.36	\$ 28,594.18
Database Support and Management		\$ 35,769.44	\$ 26,827.08	\$ 11,568.06	\$ 5,784.03
Disaster Recovery		\$ 23,136.12	\$ 17,352.09	\$ 11,568.06	\$ 5,784.03
Application Development and Maintenance		\$ 119,216.09	\$ 89,412.07	\$ 61,750.90	\$ 35,536.17
Network Services (LAN/WAN)		\$ 97,787.52	\$ 79,769.21	\$ 55,322.33	\$ 30,875.45
Telecommunications (Voice & Data)		\$ 15,906.09	\$ 11,929.56	\$ 7,953.04	\$ 3,976.52
Training		\$ 12,724.87	\$ 9,543.65	\$ 6,362.43	\$ 3,181.22
Personal Computer Support and Maintenance		\$ 186,566.95	\$ 143,139.50	\$ 99,712.05	\$ 58,427.45
Total		\$ 906,089.53	\$ 710,129.65	\$ 447,531.68	\$ 246,640.84

Section 6. Future Change of Control.

The following sentences are added to the end of the existing Part VI.B.1.(b) of the Agreement.

If Service Provider undergoes a Change of Control, Service Provider agrees to an immediate payment of \$8,000,000 if the Change of Control occurs prior to 11/01/04; an immediate payment of \$3,000,000 if the Change of Control occurs between 11/01/04 and 10/31/05; an immediate payment of \$2,000,000 if the Change of Control occurs between 11/01/05 and 10/31/06; and an immediate payment of \$1,000,000 if the Change of Control occurs between 11/01/06 and 10/31/07. The parties specifically agree that the payment referenced above is in lieu of risk mitigation, is reasonable in amount, and is not a penalty.

Furthermore, for purposes of this provision VI.B.1.(b), the parties agree that a "Change of control" shall not mean the trading of the shares of Service Provider, its corporate parent, or Atos Origin S.A., except for the trading of such shares in a single transaction or multiple transactions that result in the acquisition of a controlling interest of the shares of Service Provider, its corporate parent, or Atos Origin S.A. by a single entity or group of Affiliates.

Section 7. County Refrains from Terminating Agreement.

The County hereby agrees to refrain from exercising any option it has to terminate the Agreement pursuant to section VI.B.1.(b) of the Agreement due to Atos Origin S.A. acquiring the share capital of SchlumbergerSema, Inc., and the County hereby consents to such acquisition and the associated name change of SchlumbergerSema, Inc. to Atos Origin IT Services, Inc. ("Service Provider"). All outstanding invoices of Service Provider shall be immediately paid.

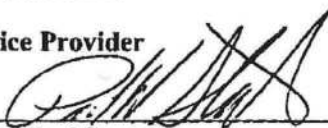
Section 8. Subcontracts and Assignment.

Atos Origin IT Services, Inc. agrees to directly provide Disaster Recovery services and systems / device monitoring after appropriate technical review, transition planning, and implementation. The parties acknowledge that, pursuant to this Amendment, the original services, and associated charges, service levels and other terms and conditions of the associated Service Agreements, shall continue to apply as fully and completely as if this modification had not been made.


The County hereby agrees that Service Provider may, by written notice, assign the Agreement to the entity currently known as Atos Origin, Inc. provided that the County is satisfied, in the exercise of its reasonable discretion, that such assignment shall not likely adversely affect Service Provider's creditworthiness or ability to provide the Services.

EXECUTION.

Service Provider

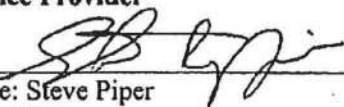
By: 
Name: Paul Stewart
Title: CEO and Executive Vice President
Entity: Atos Origin IT Services, Inc.
Date: _____

County

By: 
Name: Margaret Kerher
Title: County Judge
Entity: Dallas County
Date: June 15, 2004

APPROVED AS TO FORM:

Service Provider

By: 
Name: Steve Piper
Title: CFO
Entity: Atos Origin IT Services, Inc.
Date: _____

County


By: 
Name: BOB SCHELL
Title: CHIEF CIVIL SECTION
Entity: DALLAS COUNTY DISTRICT ATTORNEY
Date: 6/8/04

Exhibit 1

APPENDIX Q

*Quinton Brown
Julia Bryant
Vickie Buchanan
Chris Campbell
C.V. Chacko
Bill Chen
*Jimmy Collins
Mary Cooksley
Victor DeStefano
Nelly Figueria
*Roy Frederick
Robin French
Mike Goins
Garland Hampton
*Wayne Henderson
Stephen Hennessey
Earl Herndon
Adeeb Hyder
*Vanessa King
Hans Lane
Denny Maxwell
Johnny Mays
Norman McKay
Sandra Peters
*Randy Powell
Tom Reilly
Nisha Riyaj
Joe Sprague
*Thomas Sutter
Mark Tester
Dwyke Williams
Tamica Woodson
Mark Wylie